

THIS INDENTURE WITNESSETH, That Indianapolis Water Company, a corporation of Marion County, Indiana, in consideration of One Dollar (\$1.00) and other valuable considerations to the grantor in hand paid, the receipt of all of which considerations the grantor hereby acknowledges, hereby CONVEYS and WARRANTS unto the City of Indianapolis for the use and benefit of its Department of Redevelopment, the following described real estate situate in the County of Marion, State of Indiana, to-wit:

Parcel No. 1:

Part of the Northwest quarter of Section 35, Township 16 North, Range 3 East, located in the City of Indianapolis, Marion County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of Section 35, Township 16 North, Range 3 East, which beginning point is marked "G" on the attached print of Drawing No. R-2895, entitled "Indianapolis Water Company, Land, Tracts South of 16th Street and East of Milburn Street"; thence Eastwardly on and along the South line of the Northwest quarter of said Section 35, a distance of 687.40 feet, more or less, to a point, said point being the Southwest corner of a tract of land conveyed by Indianapolis Water Company to City of Indianapolis by deed dated March 2, 1934, as recorded in the Marion County Recorder's Office in Deed Record 923, Page 118, and which point is marked "H" on said attached print; thence North at right angles to the South line of said Northwest quarter, a distance of 168.20 feet, more or less, to a point on the South property line of West 16th Street, as now located, said point being the Northwest corner of the above-mentioned tract of land conveyed by Indianapolis Water Company to City of Indianapolis, March 2, 1934, which point is marked "I" on said attached print; thence in a Westerly direction on and along the South right-of-way line of West 16th Street, as now located, to a point on the West line of said Section 35, said point being 132.55 feet, more or less, North of the Southwest corner of the Northwest quarter of said Section 35, which point is marked "J" on said attached print; thence, South on and along the West line of said Section 35, a distance of 132.55 feet, more or less, to the point of beginning. The above described tract of land contains two acres, more or less. Also;

Parcel No. 2:

A part of Lot No. 631 in Stout's Indiana Avenue Addition, located in the Southeast quarter of Section 34, Township 16 North, Range 3 East, in the City of Indianapolis, Marion County, Indiana, as recorded in the Marion County Recorder's Office in Plat Book No. 10, Page 127, more particularly described as follows:

BEGINNING at a point on the East side of Milburn Street, 895 feet South of the Northwest corner of said Lot No. 631, which point is marked "A" on the attached print of Drawing No. R-2895, entitled, "Indianapolis Water Company, Land, Tracts South of 16th Street and East of Milburn Street"; thence, East 181 feet to a point marked "B" on said attached print; thence, South 35 feet to a point marked "C" on said attached print; thence, West 181 feet to a point marked "D" on said attached print; thence, North 35 feet to the point of beginning. Subject to a reservation of a strip 15 feet wide off the East end of said real estate to be used for street purposes only.

ALSO BEGINNING at a point 895 feet South of, and 181 feet East of, the Northwest corner of said Lot No. 631, which point is marked "B" on said attached print; thence, South 35 feet to a point marked "C" on said attached print; thence, East 100 feet to a point marked "E" on said attached print; thence, North 35 feet to a point marked "F" on said attached print; thence, West 100 feet to the point of beginning.

Subject to all highways, sewers, encumbrances of record, uses now being made by any public utility or any part or parts of said land, and to taxes for the year 1947, payable in 1948, and subsequent taxes.

The grantor herein hereby creates in its favor and reserves to itself and, by the acceptance of this deed, the grantee confirms and agrees to a perpetual easement in the grantor to maintain, operate, repair, replace, or remove, on any part of said Parcel No. 1, the 48-inch filtered water conduit owned by the grantor, the ownership of and title to which conduit the grantor hereby expressly reserves, the location of which conduit is shown by the letters "K, L, M, N, and O" on the said attached Drawing No. R-2895. By its acceptance of this deed, the grantee covenants and agrees that no building or other structure, other than a levee and such structure or structures, as may be reasonably necessary and pertinent to the construction, use and maintenance thereof, shall be built, constructed, placed, or maintained on any part of said Parcel No. 1; and that in conjunction with the maintenance by the grantor of said conduit on said Parcel No. 1, the grantor shall have the right to riprap or otherwise protect all those parts of said conduit which are, or may be, exposed or which, in the opinion of the grantor, are likely to be exposed.

The above-mentioned conduit is partially located on said Parcel No. 2 and the location of such conduit on said Parcel No. 2 is shown by the letters "P - FF." The grantor hereby reserves to itself the title to and ownership of that portion of said conduit and appurtenances thereto so located on said Parcel No. 2.

The grantee, the City of Indianapolis, Indiana, as part consideration for the making of this deed, and to induce the making of this deed, hereby conveys and grants unto the grantor, Indianapolis Water Company, a perpetual right of easement upon, over and across a strip of land forty-eight (48) feet in width; the center line of which strip of land is described as follows:

BEGINNING at a point on the East line of Milburn Street, as now located, in the Southeast quarter of Section 34, Township 16 North, Range 3 East, in the City of Indianapolis, Marion County, Indiana, said point being one (1) foot more or less South of the center line of West 14th Street, as now located, which point is marked "P" on the attached drawing No. H-2895, entitled, "Indianapolis Water Company, Land, Tracts South of 16th Street and East of Milburn Street"; thence, East on a line parallel to the center line of West 14th Street extended, a distance of 206 feet, more or less, to a point, said point being marked "Q" on said attached drawing; thence, with a curve to the left having a radius of 65.0 feet, and making an exterior angle of 90 Degrees with the last described line, a distance of 103 feet, more or less, to a point, said point being 271 feet, more or less, East of the East line of Milburn Street, which point is marked "R" on said attached drawing; thence, North on a line parallel to and 271 feet, more or less, East of the East line of Milburn Street, a distance of 591 feet, more or less, to a point, said point being marked "S" on said attached drawing; thence, with a curve to the right having a radius of 65.0 feet and making an exterior angle of 45 Degrees with the last described line, a distance of 52 feet, more or less, to a point, said point being marked "T" on said attached drawing; thence, in a Northeasterly direction a distance of 43 feet, more or less, to a point on the South line of the Northwest quarter of Section 35, Township 16 North, Range 3 East, said point being 44 feet, more or less, East of the Southwest corner of the Northwest quarter of Section 35, Township 16 North, Range 3 East, which point is marked "X" on said attached drawing.

The said easement so granted to the grantor shall be for the maintenance, operation, repair, replacement, relocation, or removal of Indianapolis Water Company's aforementioned 48-inch filtered water conduit and no building or other structure, other than a levee and such structure or structures, as may be reasonably necessary and pertinent to the construction, use and maintenance thereof,

shall at any time be built, constructed, placed, or maintained on any part of said 48-foot strip of land. The grantor hereby likewise reserves to itself title to and ownership of all that part of said 48-inch conduit lying between the points "FF" and "K" as shown by the attached Drawing No. R-2895. Notwithstanding any covenant or restriction to the contrary herein contained, the right to build, construct, maintain and operate a public street or boulevard, together with all necessary sidewalks, curbs, lights and other appurtenances, on top of said proposed levee is herein given to grantee, its successors and assigns. In exercising its rights under the above easement, the grantor or its privy shall be obligated to backfill and restore to its previous condition any rods, pavements or plant materials disturbed or removed by the grantor while acting to maintain, repair, replace, relocate, or remove any or all the aforementioned conduit.

At the time of execution of this deed, the City of Indianapolis owns no part of the said above described 48-foot strip of land with respect to which said easement is so granted, except that portion thereof which consists of the above-described Parcel No. 2. Upon the considerations aforesaid said City of Indianapolis by its acceptance of this deed covenants and agrees that it will diligently pursue the acquisition of the title to all that part of said 48-foot strip of land not embraced in said parcel No. 2, above described, by purchase, condemnation or otherwise in connection with Project A of the Indianapolis Redevelopment Commission, Department of Redevelopment, City of Indianapolis, Indiana and that upon the acquisition by the City of Indianapolis of said 48-foot strip of land not embraced in said Parcel No. 2, above described, in connection with Project A or any other project of said Indianapolis Redevelopment Commission, said easement herein created as aforesaid shall automatically attach to said land and said City of Indianapolis will furnish to the grantor herein evidence of the fact of acquisition by the City of Indianapolis of title to all those parts of said

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48-foot strip of land not embraced or contained in said Parcel No. 2. Said 48-foot strip of land consists primarily of part of Lot 631 in Stout's Indiana Avenue Addition to the City of Indianapolis and Hiawatha Street.

If for any reason the acquisition by the City of Indianapolis of said 48-foot strip of land not embraced in said parcel No. 2, above described, shall not be completed in connection with Project A or any other project of said Indianapolis Redevelopment Commission, or in any other connection whatsoever, it shall be under no obligation with respect to the acquisition of said 48-foot strip of land, not embraced in said Parcel No. 2, to the grantor herein or to any other person in connection with the easement hereby created, except that the City of Indianapolis hereby agrees and covenants that in the event it subsequently transfers or conveys the property herein conveyed to it, it shall include in the instrument of conveyance or transfer an agreement and covenant by the grantee therein that in the event such grantee acquires the 48-foot strip of land, not embraced in said Parcel No. 2, above described, that said easement herein created as aforesaid in favor of the Indianapolis Water Company over said strip of land shall automatically attach to said land.

All of the covenants and agreements in this deed contained shall be binding upon and shall inure to the grantor, Indianapolis Water Company, and the grantees, the City of Indianapolis, Indiana, and their respective grantees, lessees, successors, and assigns, and are and shall be considered covenants running with all parts of the land hereby conveyed and all parts of said 48-foot strip of land over which said easement is so granted.

The undersigned persons executing this deed on behalf of said Grantor-corporation represent and certify that they are the duly elected officers of said Grantor-corporation as designated below and have been duly authorized by resolution of its Board of

Directors to execute this deed and to deliver the same to said Grantees; that all of the officers, directors, and stockholders of said Grantor corporation are each citizens of the United States of America and that said citizenship has existed continuously since prior to April 8, 1940; that all of said officers, directors, and stockholders have been domiciled and have resided continuously within the United States since prior to April 8, 1940; that no one of said officers, directors, or stockholders nor said Grantor corporation is acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than the above Grantor who has had any proprietary right, title, or interest in the above described real estate, either directly or indirectly, since April 8, 1940; that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

IN WITNESS WHEREOF, the said Grantor, Indianapolis Water Company has hereunto set its signature and seal this 1st day of

March, 1949.

INDIANAPOLIS WATER COMPANY

By *[Signature]*
Vice President and General Manager
(Howard S. Morse)

ATTEST:

[Signature]
Secretary
(Elmer C. Schwier)

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 1st day of March, 1949, before the undersigned, a Notary Public in and for said County and State, personally appeared Howard S. Morse and Elmer C. Schwier, to me known and by me known to be respectively Vice President and General Manager and Secretary of the above-named Indianapolis Water Company,

who, on behalf of said Indianapolis Water Company, acknowledged the execution by them of the foregoing instrument to be the voluntary act and deed of said Indianapolis Water Company and who, at the same time, declared the seal affixed to said instrument to be the genuine corporate seal of said Indianapolis Water Company and that said seal was so affixed upon the authority of said Indianapolis Water Company.

Witness my hand and Notarial Seal

Frieda M. Miller
Notary Public
(Frieda M. Miller)

My commission expires:

November 17, 1949.

RECORDED 11-25-49
MAP 83 PG 14